

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5755139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DATA FORENSICS, LLC	07/20/2006
SCOTT DEATON	07/20/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROOF EXPRESS, LLC
<b>Street Address:</b>	6312 S FIDDLERS GREEN CIRCLE
<b>Internal Address:</b>	SUITE 100E
<b>City:</b>	GREENWOOD VILLAGE
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7869944
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)566-8523
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(248)881-3234
<b>Email:</b>	tja@honigman.com
<b>Correspondent Name:</b>	THOMAS APPLIEDORN
<b>Address Line 1:</b>	39400 WOODWARD
<b>Address Line 2:</b>	SUITE 101
<b>Address Line 4:</b>	BLOOMFIELD HILLS, MICHIGAN 48304
<b>NAME OF SUBMITTER:</b>	THOMAS J APPLIEDORN
<b>SIGNATURE:</b>	/Thomas J. Appledorn/
<b>DATE SIGNED:</b>	10/04/2019
<b>Total Attachments: 13</b>	
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**PURCHASE AGREEMENT**

This PURCHASE AGREEMENT (this "Agreement") is entered into as of July 20, 2006, by and among The Robert E. and Grace C. Dowdell Family Trust dated July 1, 1991 ("Dowdell") and Richard R. Rast ("Rast") (Dowdell and Rast are collectively the "Buyers"), on the one hand, and Scott L. Deaton (the "Seller"), on the other hand. This agreement references certain obligations to Roof Express, LLC ("RE"), a Colorado Limited Liability Company, and Dataforensics, LLC ("DF"), a Georgia Limited Liability Company. The Buyers, the Seller, RE and DF are referred to collectively herein as the "Parties".


**RECITALS:**

- A. The Parties have entered into an operating agreement for Roof Express, LLC called the **OPERATING AGREEMENT OF ROOF EXPRESS, LLC** with an effective date of December 31, 2005.
- B. Deaton has entered into a **NON-COMPETE AGREEMENT** with Roof Express, LLC, dated July 14, 2006.
- C. Deaton has entered into an **ASSIGNMENT OF PATENT AND PATENT RIGHTS** agreement with Roof Express, LLC with an effective date of March 15, 2006.
- D. Dataforensics, LLC has entered into an **EXCLUSIVE LICENSE AGREEMENT** with Roof Express, LLC with an effective date of March 15, 2006.

E. 

F. Under the terms of the **ASSIGNMENT OF PATENT AND PATENT RIGHTS** agreement with Roof Express, LLC, Deaton may earn royalty payments for the sale of Roof Express software licenses attributable to the intellectual property incorporated in the patent and patent rights agreement.

G. 

H. 

I. 

For DF, by SD

For RE, by 

RED \_\_\_\_\_

SLD: SLD

RE: 

J.

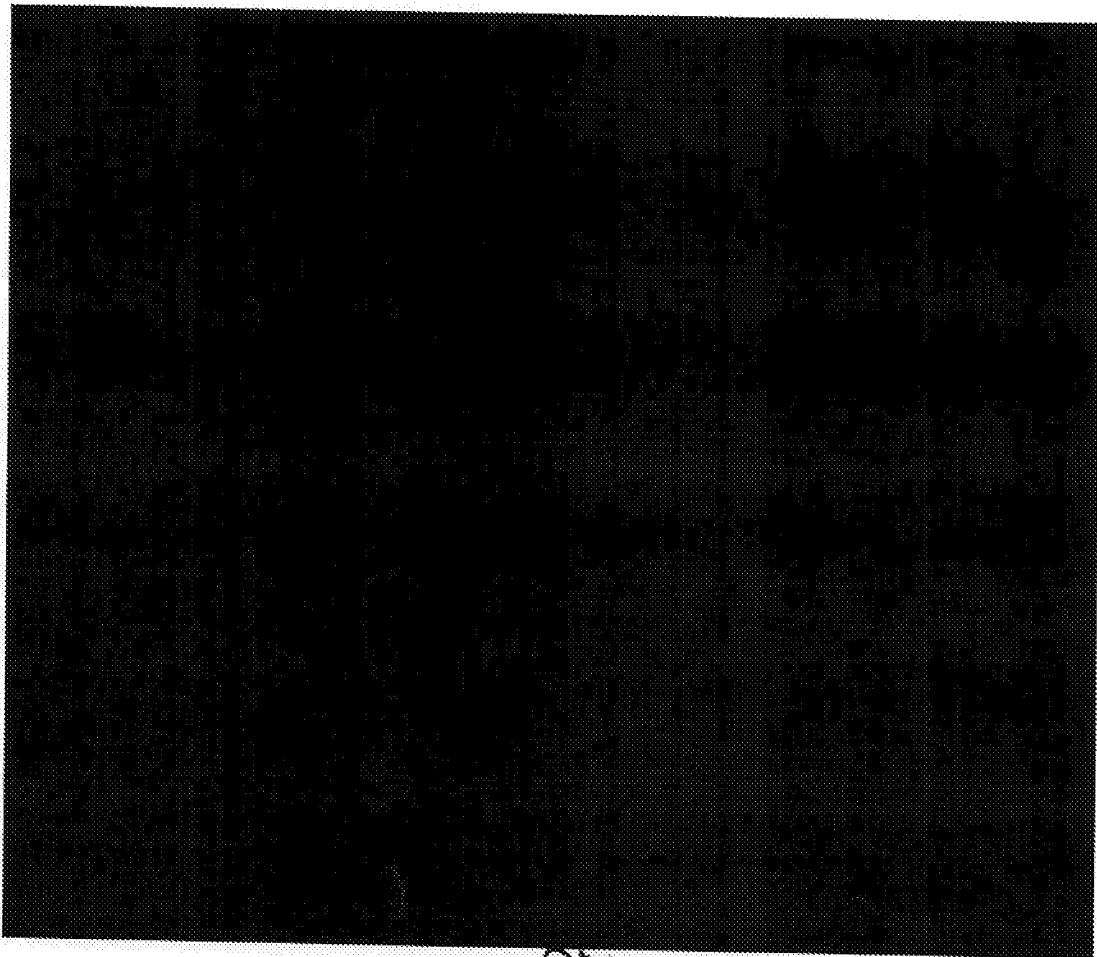


AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

ARTICLE 1

DEFINITIONS



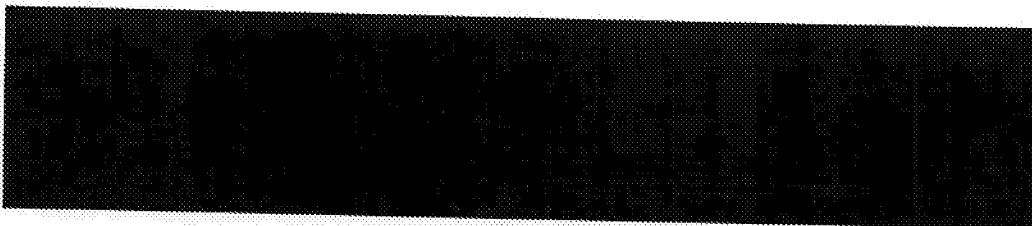
For DF, by DF

For RE, by R3

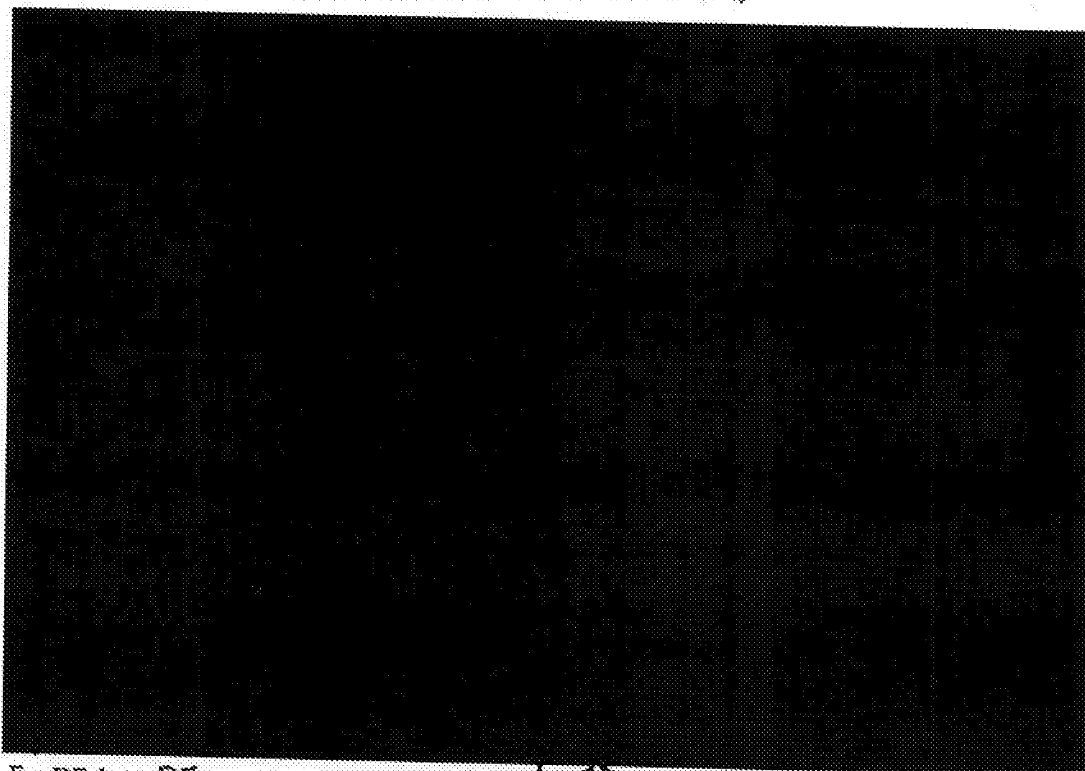
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SLD: SLD

R3: R3



"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).



For DF, by DF

For RE, by [Signature]

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SLD: SLD

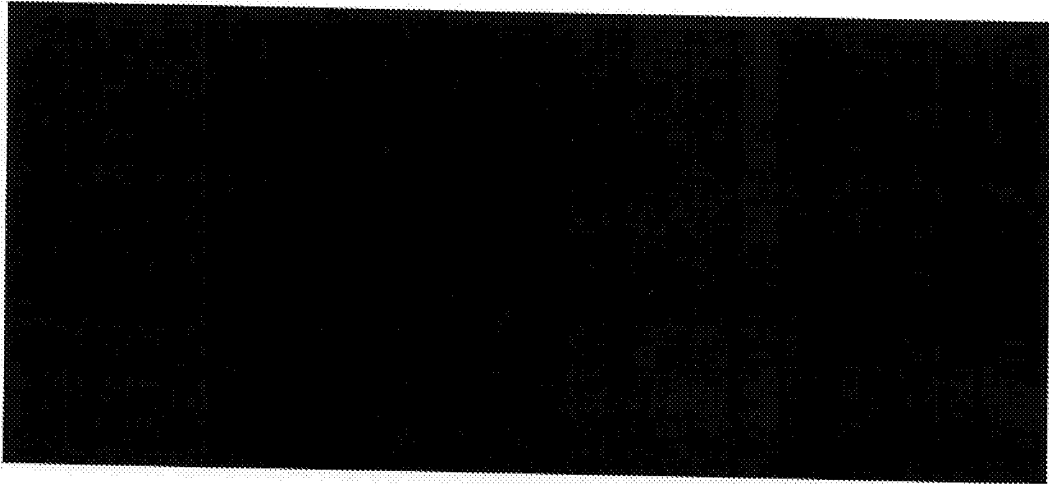
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ARTICLE 2

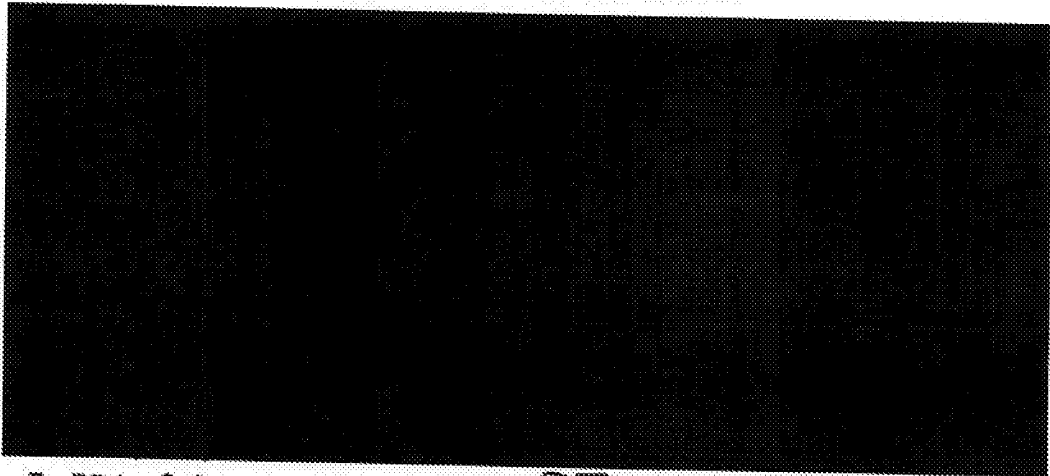
PURCHASE AND SALE OF OWNERSHIP RIGHTS

2.1 Basic Transaction. The Buyers agree to purchase from the Seller, and the Seller agrees to sell to the Buyers, all of his Ownership Rights and any payments for past services, intellectual property, past or future royalties or other compensation from Roof Express or Buyers for the consideration and on the terms specified in this Article 2.



ARTICLE 3

REPRESENTATIONS AND WARRANTIES



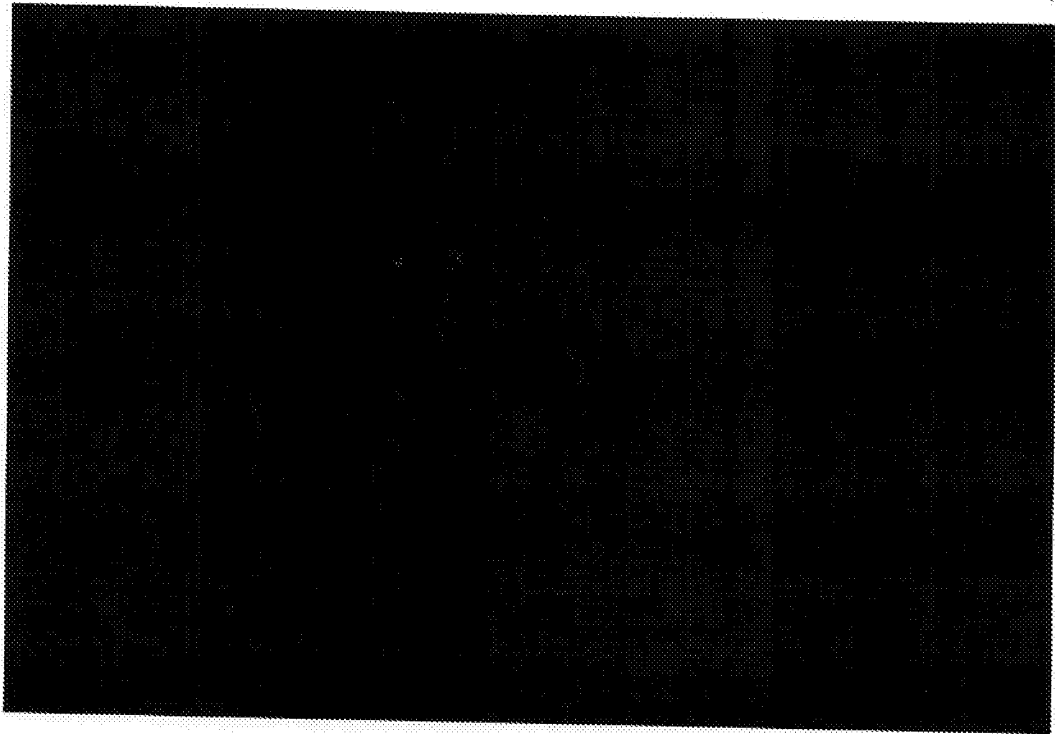
For DF, by DF

For RE, by 83

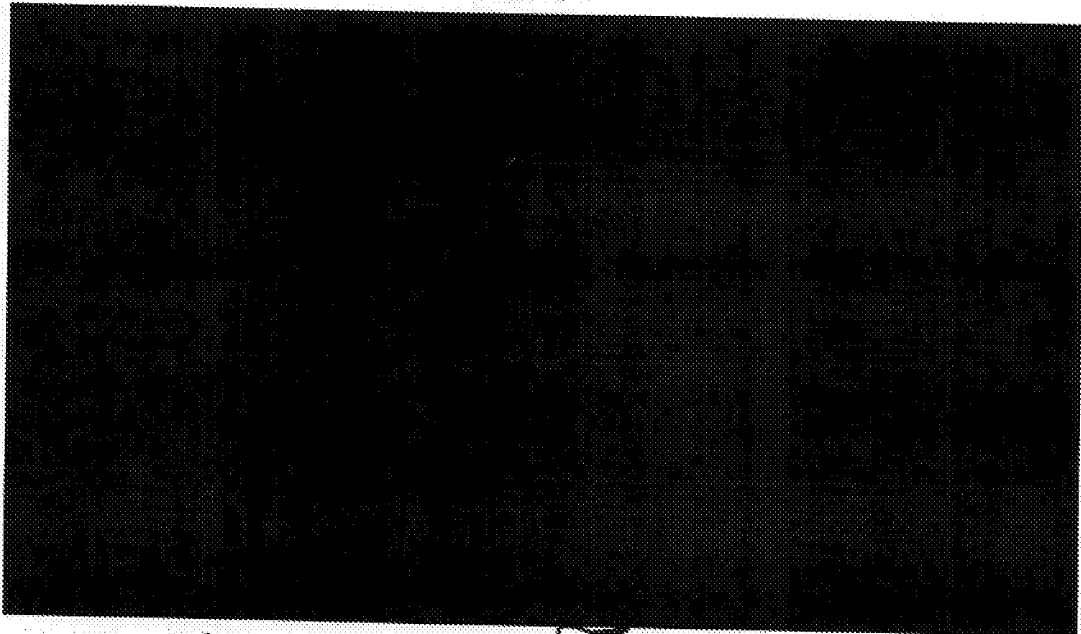
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R3: 83



ARTICLE 4



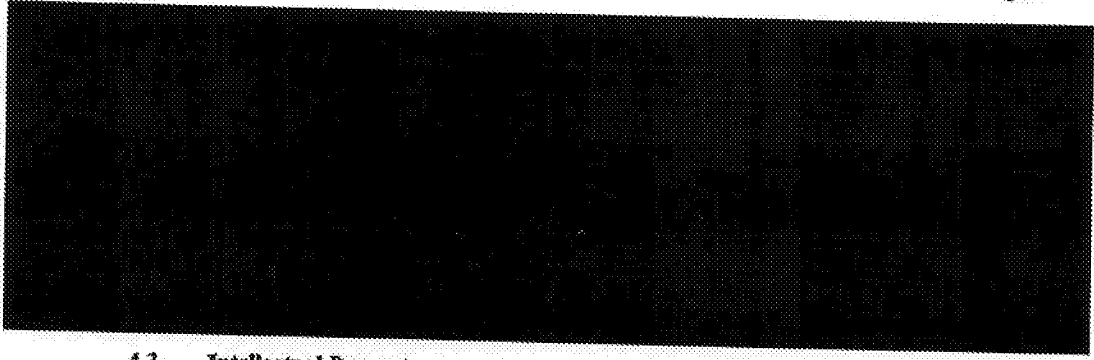
For DF, by DF

For RE, by [Signature]

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SLD: SLD

R3: [Signature]



4.3 Intellectual Property.

(a) Seller and DF acknowledge and agree that all software, source code, databases, documentation, procedures, methods and other materials and methods used by RE, whether developed by Seller, DF, or other parties, are the sole property of RE. RE owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of the businesses of RE as currently conducted. Each item of Intellectual Property owned or used by RE immediately prior to the Closing hereunder will be owned or available for use by RE on identical terms and conditions immediately subsequent to the Closing hereunder.

(b) In accordance with subparagraph (a), Seller, DF and RE all intend that RE shall have full ownership of the Roof Express PDA Software developed by Seller and DF with no rights of ownership in DF or Deaton. To the extent that Seller and DF hold any right, title and interest in and to the Roof Express PDA Software, Seller and DF agree that this Agreement shall operate as an irrevocable assignment by Seller and DF to RE of any ownership interest or copyright in the Roof Express PDA Software including all rights thereunder in perpetuity. Under this irrevocable assignment, DF and Deaton hereby assign, grant, transfer, and convey to RE the sole and exclusive right, title and interest in and to the program, including the right to secure copyright registration therein, without further consideration, and, if requested, agree to assist RE in registering and from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. RE hereby agrees to reimburse Seller and DF for all reasonable legal fees and expenses associated with said assistance. It is Seller and DF's specific intent to assign all right, title and interest whatsoever in any and all copyright or ownership interest in the aforesaid program, in any media, and for any purpose, to RE, including all rights of renewal and extensions. To that end, DF and Seller agree to execute and deliver all necessary documents requested by RE in connection therewith and appoints RE as its agent and attorney in fact to act for and in the behalf and stead to execute, register and file any such applications and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of any ownership interest, or copyrights and other protections with the same legal force and effects as if executed by Seller and DF.

(i) Seller and DF agree that whether the copyright in the software shall be preserved and maintained or registered shall be at the sole discretion of RE.

(c) Neither the Seller nor DF has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and none of the Seller or DF have ever received any charge, complaint, claim,

For DF, by DF

For RE, by [Signature]

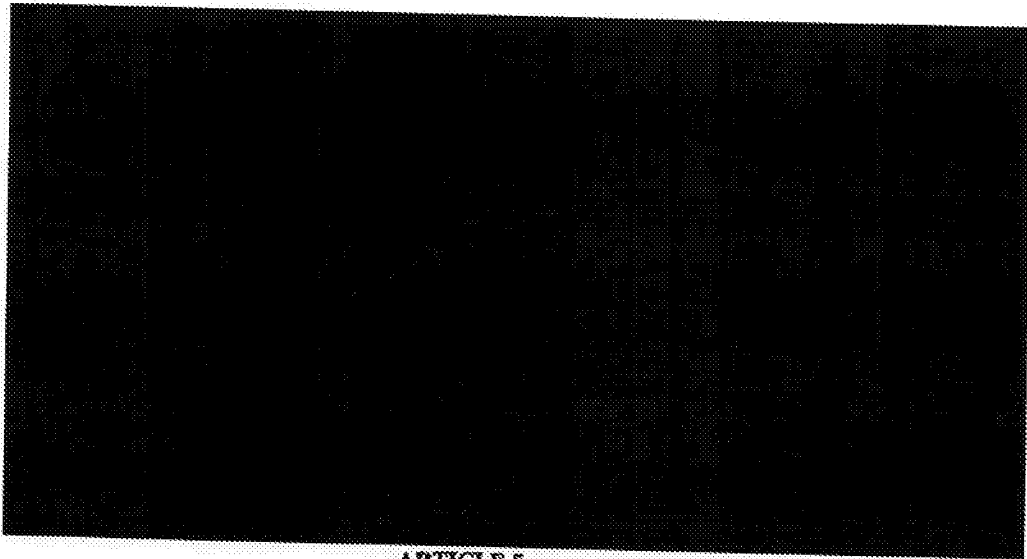
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SLD: SLD

R3: [Signature]

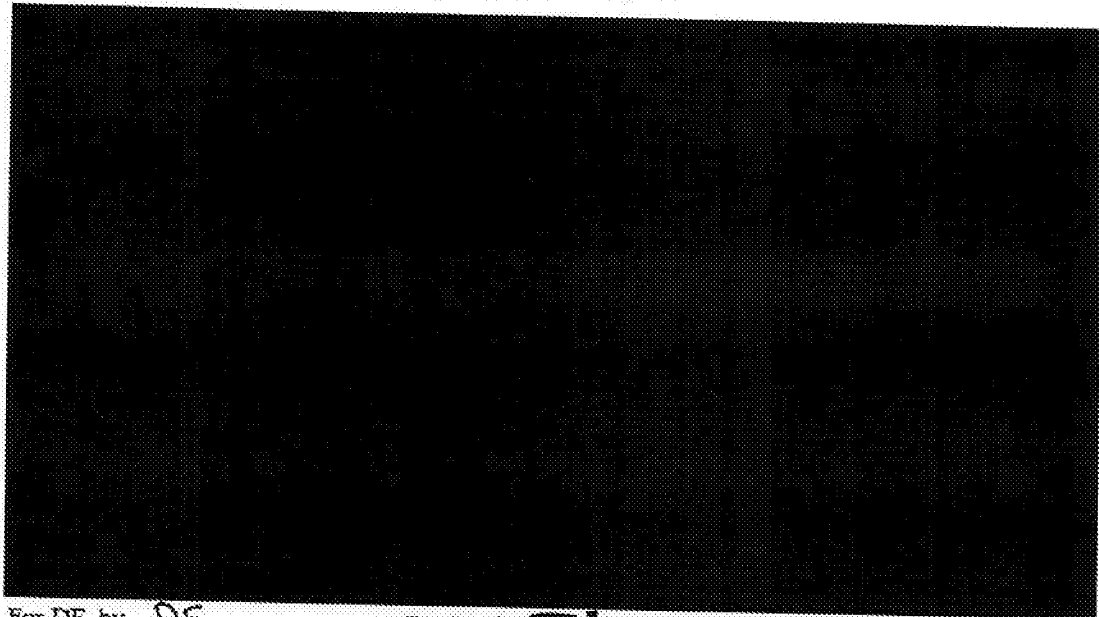


demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that RE must license or refrain from using any Intellectual Property rights of any third party). To the best of the Knowledge of the Seller and DF, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of RE.



ARTICLE 5

POST-CLOSING COVENANTS



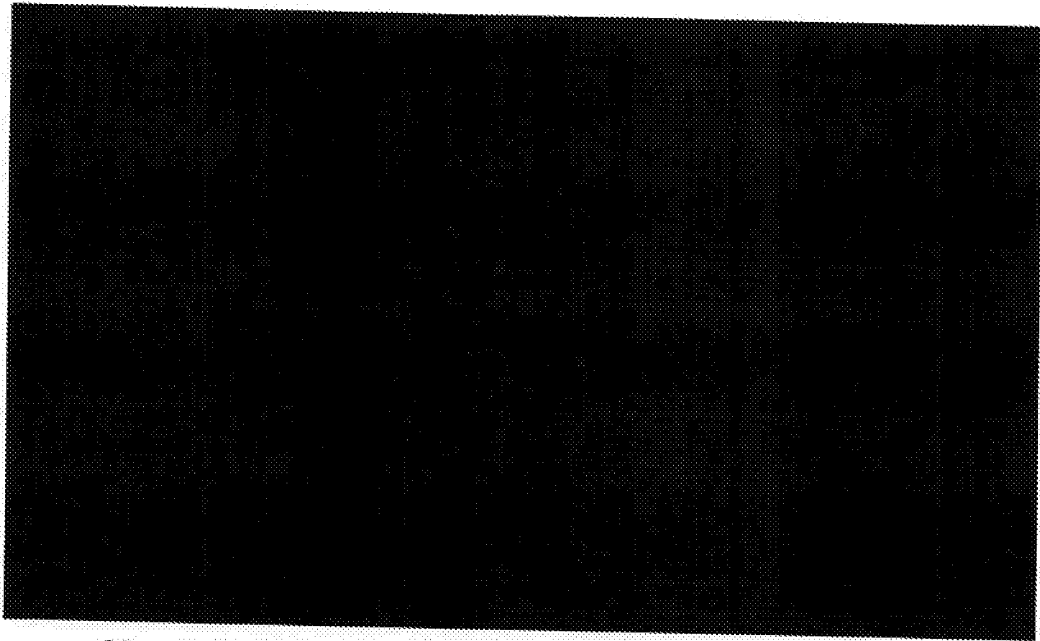
For DF, by DF

For RE, by [Signature]

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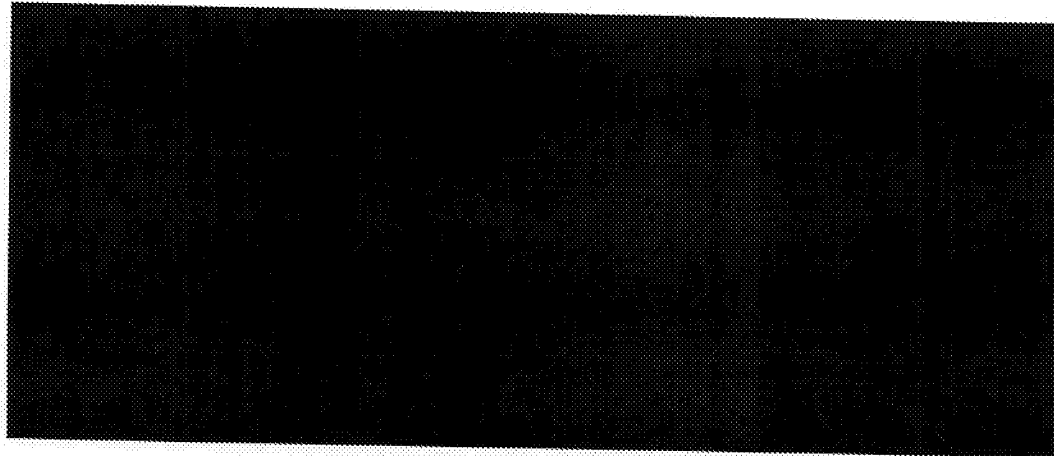
SLD: SLD

R3: [Signature]



5.5 Continuation of Commitments Regarding Roof Express – The parties acknowledge and agree to the continuation of certain commitments regarding Roof Express, LLC.

(a) Seller and RE entered into an Assignment of Patent and Patent Rights agreement effective as of March 15, 2006 by and between Scott L. Deaton ("Assignor") and Roof Express, LLC, a Colorado limited liability company ("Assignee"). Seller acknowledges that the terms and conditions of this agreement remain in full force as part of this Agreement except that Seller agrees to forfeit his right to any past or future royalties that may or may not have been earned as part of that Assignment Agreement as part of this Purchase Agreement.



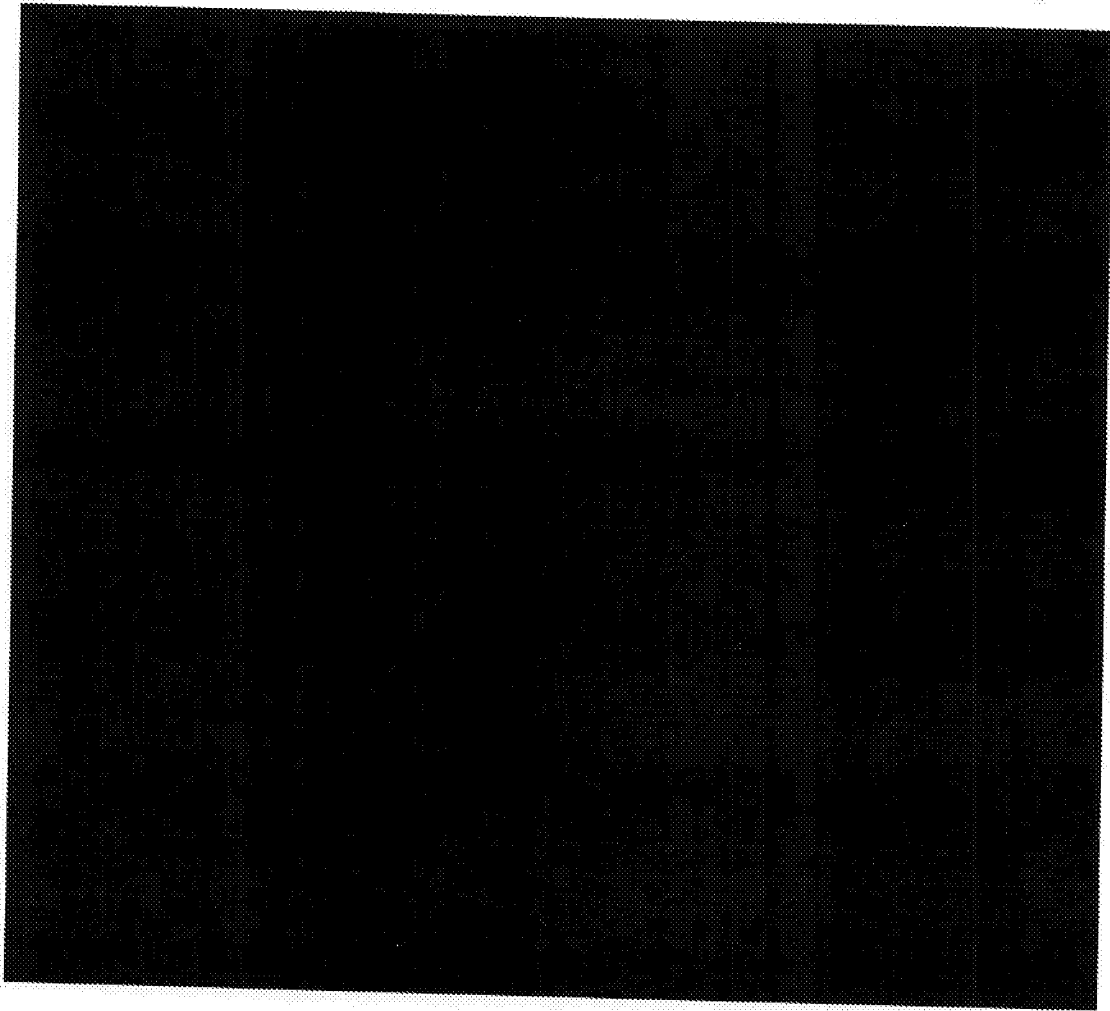
For DF, by DF

For RE, by D3

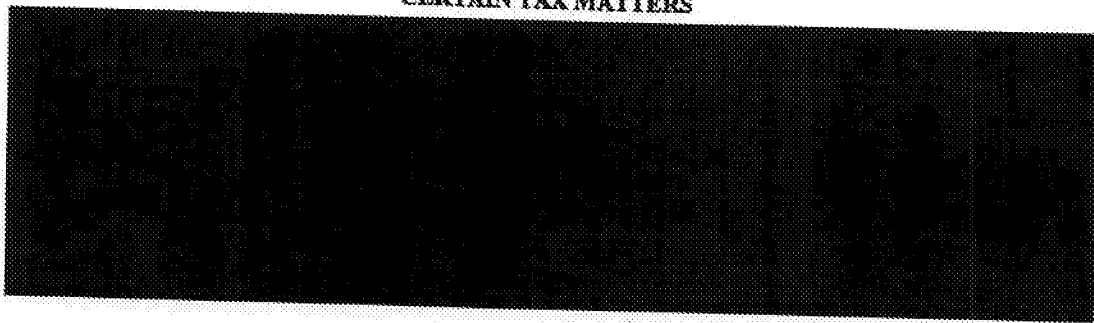
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SLD: SLD

R3: D3



ARTICLE 6  
CERTAIN TAX MATTERS



For DF, by DF

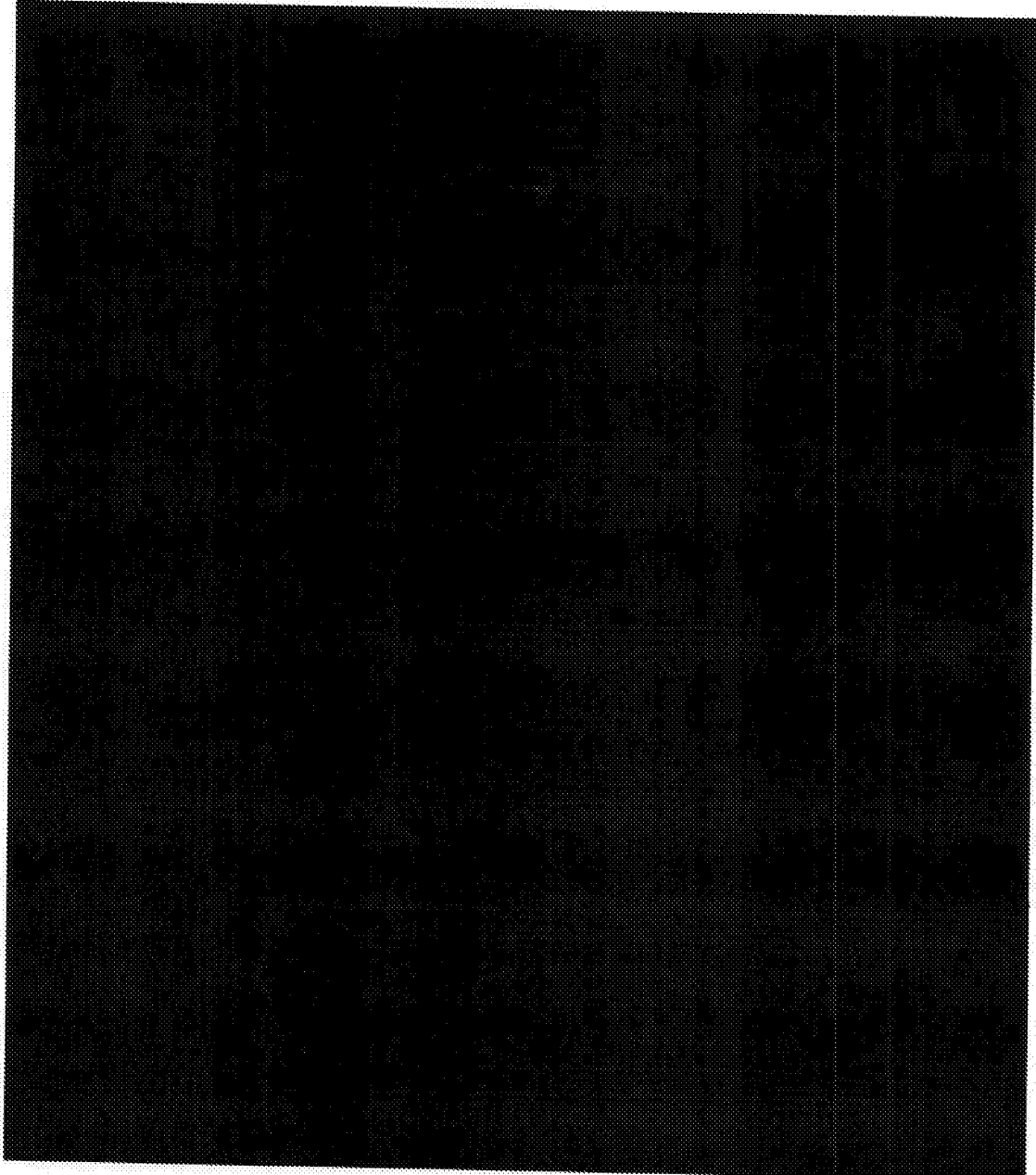
For RE, by [Signature]

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SLD: SLD

R3: [Signature]

ARTICLE 7  
MISCELLANEOUS



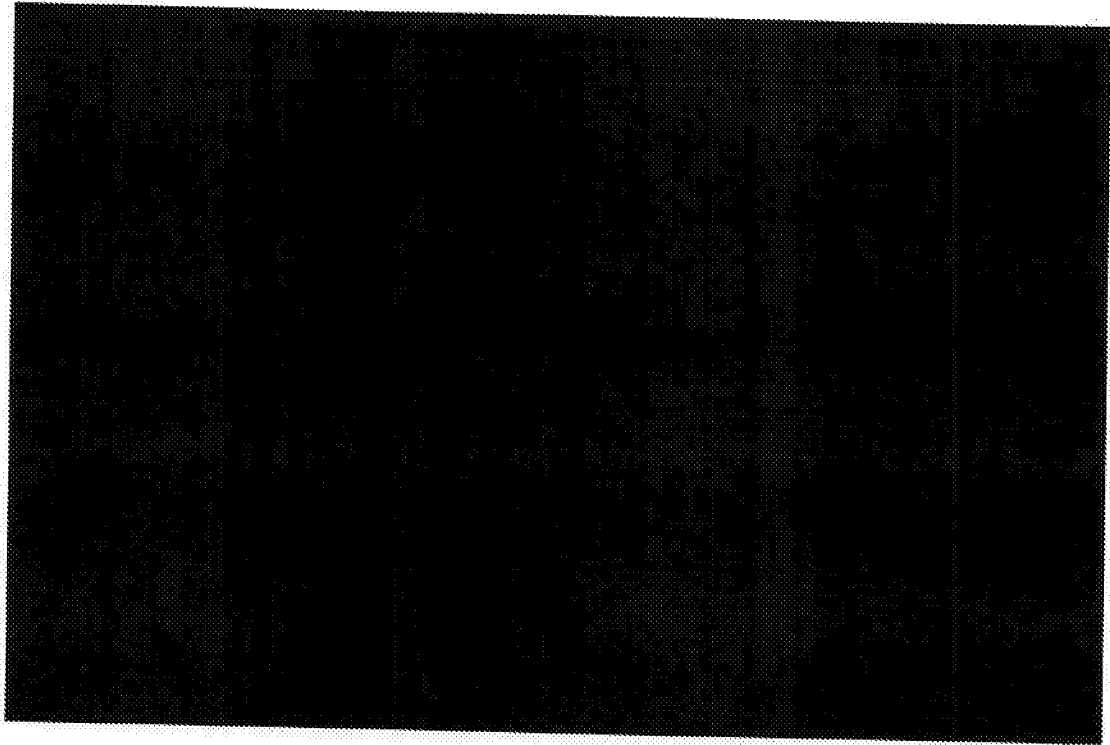
For DF, by DF

For RE, by 

RED           

SLD: SLD

R3: 



For DF, by DF

For RE, by [Signature]

RED \_\_\_\_\_

SLD: SLD

R3: [Signature]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Roof Express, LLC

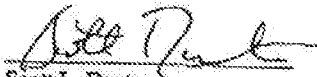


Richard R. Rast  
President

  
(Scott L. Deaton)

10/13/06  
(date)

Dataforensics, LLC



Scott L. Deaton  
President

\_\_\_\_\_  
(Robert E. Dowdell)

\_\_\_\_\_  
(date)

  
(Richard R. Rast)

10/03/2006  
(date)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Roof Express, LLC**


Richard R. Rast  
President

\_\_\_\_\_  
(Scott L. Deaton)

\_\_\_\_\_  
(date)

**Dataforensics, LLC**

Scott L. Deaton  
President

  
\_\_\_\_\_  
(Robert E. Dowdell)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Richard R. Rast)

\_\_\_\_\_  
(date)